

## FOREST DEPARTMENT

29th June, 1998

The  
2nd August, 1998

No. 3799-PTI-98/13358.—In pursuance of the Government of India's letter No. (6-21/89-FP) dated June 1, 1990 from the then Secretary Environment and Forests to Forest Secretary of all states, it has been decided by the Government of Haryana to issue instructions for smooth implementation of the policy for Joint Forest Management in the state already approved by Government,—vide Financial Commissioner & Secretary, Forest & Wild Life Department memo No. 3373-Ft-I-90/15610 dated 13th June, 1990

## PREAMBLE

The Joint Forest Management Policy of the Government of Haryana aims at tying economic interests of villagers, living within or adjacent to Forest areas, with sustainable management of those areas. This is to be achieved through motivating the villagers to organise themselves into registered societies for improving the productivity of forest areas by giving them major share of the increased production, resulting from their participation. For the state Government, there will be no loss in existing revenues (if any) from the concerned areas. The present levels of revenue will be maintained and in certain cases there will be increase over a period of time. Besides improving the economic status of villagers, the joint management approach aims to improve environment of forest areas of of forest areas of the state.

## CHAPTER—I

## 1.1 SHORT TITLE, EXTENT AND COMMENCEMENT ;

- (i) These guidelines shall be called the Haryana Joint Management of Forest Areas Executive Instructions, 1998.
- (ii) These Instructions shall extend to all Government owned forest areas in the whole of State of the State of Haryana.
- (iii) These Instructions shall come into force immediately on the day of notification.

## 1.2 DEFINITIONS ;

- (a) Forest Produce ; Includes as provided in Section 2, Sub-clause-4 of the Indian Forest Act, 1927.
- (b) Fuel Wood ; Includes wood of less than 18 cm. girth.
- (c) Forest Areas ; Means Forest land as mentioned in Section-2 of Forest (Conservation) Act, 1980.
- (d) Haryana Forest Department (HFD) ; Includes the officials and officers of the Haryana Forest Department.
- (e) Hill Resource Management Society (HRMS) or Natural Resource Management Society (NRMS) ; Means or autonomous Society of villagers registered under the Societies Act, 1860.
- (f) Joint Management Agreement (JMA) ; Means a written and legally valid Agreement between the Haryana Forest Department and one or more HRMS.
- (g) Management Area (MA) ; Includes a delineated Forest Area, Reserved, Protected or un-classified covered by an agreement between Haryana Forest and one or more Hill Resource Management Societies/Natural Resource Management Societies.
- (h) Management Plan (MP) ; Includes a plan prepared jointly by Haryana Forest Department and the concerned HRMS (s) for the Management Area covered by a Joint Management Agreement.
- (i) State Level Working Group (SWG) ; Means a state level working group constituted to oversee activities of Joint Forest Management in the State of Haryana.
- (j) Kalayan Kosh ; Means money set apart for encouraging JEM activities in other potential areas.

## CHAPTER—II

**2. CONSTITUTION AND FUNCTIONS OF SWG ;**

The Government shall constitute a State Level Working Group as under :—

- (i) Principal Chief Conservator of Forests, Haryana (PCCF).
- (ii) Chief Conservator of Forests, Social Forestry (CCF, SFP).
- (iii) Conservator of Forests, North Circle (CF, N).
- (iv) Deputy Conservator of Forests, Morni Pinjore.
- (v) Deputy Conservator of Forests, Yamunanagar.
- (vi) Officer Incharge of Joint Management Units at Pinjore and Yamuna Nagar.
- (vii) One representative from Central Soil and Water Conservation Research Training Institute, Chandigarh (CSWCRTI).
- (viii) Two members from Tata Energy Research Institute, New Delhi.
- (ix) One representative of the Ford Foundation in India.
- (x) President of four HRMS's by rotation.

Provided that the PCCF Haryana shall be Chairman of the SWG.

- (i) State level working group shall convene its meeting atleast twice in a year.
- (ii) Its decision shall be binding upon Hill Resource Management Societies and Divisional Forest Officers (DFO) concerned.
- (iii) Guide the functionaries of HRMS(s) Divisional Forest Officers concerned for smooth working of programme of Joint Forest Management from time to time.
- (iv) Decide on the administrative, technical and financial procedure for implementation of the programme, and
- (v) Review these instructions.

## CHAPTER—III

**3. CONSTITUTION AND ELIGIBILITY OF AN HRMS ;**

An HRMS shall be constituted by its members of thier own free will and consent. For participation in HFD's Joint Forest Management programme, and HRMS shall satisfy the following conditions ;

- i) A HRMS may be constituted by a hamlet, village or a group of villages located within or near forest areas.
- ii) All adult men and women from all households residing in above location and who have usufruct rights in the M.A. as per last forest settlement or have traditionally been collection/using forest produce from there are entitled to become members of HRMS.
- iii) Each HRMS shall annually elect a Managing Committee in a general body meeting to carry out its tasks. The managing committee shall have 7 to 9 members who should ideally be persons who go to collect produce from the forest themselves. At least one third of the total members shall be women.

## CHAPTER—IV

**4. JOINT MANAGEMENT7 AGREEMENT :**

A Joint Management Agreement in accordance with these Instructions shall define the basis of Joint Forest Management between each HRMS and HFD. An outline JMA is given in Appendix I.

## CHAPTER-V

## 5. Responsibilities of the HFD :

- (i) To give wide publicity to the Government's Joint Forest Management policy among villagers living in or near forest areas.
- (ii) To follow the procedure outlined in Appendix-II while reaching Joint Management Agreements.
- (iii) After signing each Joint Management Agreement, to inform different concerned wings (Production, Working Plan, Social Forestry, Kandi Project, etc. of the Haryana Forest Department about it and ensure that any future work in the management area is done in accordance with the Joint Management Agreement in consultation with the HRMS. All JMAs shall be incorporated in working plans or the concerned DFO shall obtain the necessary deviation.
- (iv) To redefine the duties of HFD personnel to make these compatible with implementing the Joint Management Policy. This should bind them to take prompt action against any person(s) wilfully causing damage or attempting theft of forest produce from the MA brought to the notice of the staff by the HRMS and report the action taken to the concerned HRMS president.
- (v) To train HFD personnel to enable them to acquire the necessary skills for implementing the Joint Management Policy and to integrate the same in the regular training curricula for HFD personnel. In this, emphasis shall be given to practical methods for promoting women's equal participation in all aspects of HRMS decision making.
- (vi) To provide administrative and technical guidance to HRMS's for successful implementation of the programme.
- (vii) To ensure that the most disadvantaged men and women members of the HRMS have access to forest produce for meeting their *bona fide* needs of firewood, fodder, fibre etc. by promoting consultative and accountable decision making by HRMS office bearers.
- (viii) To monitor changes in the condition and productivity of forest areas brought under Joint Management with the help of baseline surveys and periodic studies.
- (ix) To permit sale by HRMS (s) of only surplus biomass/grass not needed within the village by their own members.
- (x) Where a water harvesting dam is to be built under the Joint Forest Management programme, to involve villagers in site selection, pipeline layout and ensure that a dam system is completely functional before it is handed over to HRMS (s).
- (xi) To authorise the Block Officer to be an *ex officio* member of the executive committees and help the HRMS(s) in maintaining records including cash accounts.
- (xii) To authorise the DFO to ensure that the accounts are maintained properly by the HRMSs and presented in the annual general body meeting in the month of April.
- (xiii) To facilitate resolution of conflicts within or between HRMSs related to forests.
- (xiv) To ensure equitable distribution of the usufruct which may be in cash or kind.
- (xv) To encourage involvement of grassroots Non Government Organisation (NGO) knowledgeable individuals/activists, academics and researchers in the development of the programme.

## CHAPTER-VI

## 6. Responsibilities of the HRMS :

- (i) To develop a MP through participatory microplanning with the assistance of HFD personnel. *bona fide* domestic needs of the members regarding forest produce traditionally used by them shall be met on a sustainable basis from the MA before considering sale of such produce. Meeting the subsistence needs of the economically disadvantaged members and the raw material need of artisanal and producers such as bamboo basket and rope makers shall be given priority over increasing the HRMS cash income.
- (ii) To execute forestry works in accordance with the MP under supervision of HFD personnel. For this funds may be provided by HFD and/or obtained from independent sources such as NWDB, NAEB, CAPART, NABARD etc. after due authorisation by the Government.

- (iii) To honour all its commitments made in the JMA and protect its MA from encroachment cultivation, grazing, fire and illicit felling or wilfully causing death of trees by girdling. For this, it shall evolve a code of conduct for its members which may include specifying fines, the HRMS may levy, or prescribe penalties for those members violating the code. The HRMS shall make good the loss caused due to above said activities.
- (iv) To inform HFD personnel of any person(s), particularly non-members, wilfully causing damage in its MA or attempting theft of its produce.
- (v) Where the HFD has built a water harvesting dam or a kuhl system, to manage water distribution from it on equitable basis and take care of minor repairs and maintenance through levying water charges on its members. During the rainy season, to keep a vigil on the dam and in case of any breach or chances of a breach in the dam, to immediately inform the beat Forest Guard and take all protective measures to save the dam. All members of an HRMS shall have the right to claim an equal share of the water irrespective of whether they own land or not.
- (vi) To assist HFD personnel in resolving conflicts with residents of neighbouring villages over competing claims in the MA.
- (vii) In consultation with the concerned Range Forest Officer to evolve rules for its members for collection/harvesting of forest produce such as fodder, grass, dry and fallen wood, prunings, thinning, small timber, poles etc. from its MA in a sustainable manner.

#### CHAPTER-VII

#### 7. Sharing of Forest produce from Joint Management Areas with the concerned HRMS(s) :

All members of HRMS(s) may be permitted to collect dry and fallen wood, fencing material limited, numbers of bamboo and poles free of cost from their respective joint management areas for their *bona-fide* domestic use and not for sale;

Provided that, previously existing rights of members or non-members are not to be interfered with. The HRMS(s) shall regulate collection of the forest produce on a sustainable basis by framing rules for their members in consultation with the concerned Range Forest Officer.

##### 7.1 Annual Purchase of Fodder Grass by HRMS from HFD :

- (i) As a part of its Joint Management Agreement, all fodders grass shall be given to the HRMSs at the average price obtained in open auction for the last 3 years preceding JFM. Where such information is not available the price shall be settled between the DFO and the HRMS after taking into account the condition of the area and/or the price fetched by similar adjoining areas. Annual increment at the rate of 1 per cent of the above price is to be paid by HRMS after signing the agreement.
- (ii) Payment for the fodder grass shall be made in lumpsum by each HRMS every year.
- (iii) In case of an exceptional drought or other natural disasters, the DFO may reduce in the price to be paid.

##### 7.2 Annual Purchase of Bhabbar :

As a part of Joint Management Agreement an HRMS shall have first right over collection and use of bhabbar grass from forest areas on an annual lease basis. The price of bhabbar grass shall be determined as under :—

- (i) The average price obtained in open auction for the last three year preceding Joint Forest Management Agreement will be treated as the base price. When such information is not available, price will be settled between DFO and HRMS on the advice of the State level working group.
- (ii) The DFO may permit an HRMS to pay for the bhabbar in three instalments in exceptional cases.
- (iii) For the existing HRMS(s), which dispose off surplus bhabbar grass after fulfilling their own requirements, there will be no increase in price for subsequent years.
- (iv) In case of the HRMSs which use bhabbar harvest for ban making, the lease amount will increase at 7.5% annually for every subsequent year.

- (v) Those HRMSs which dispose off surplus bhabbar through an open bidding shall do so in a general body meeting and in the presence of the concerned DFO or his representative.
- (vi) The net income made from the sale of bhabbar shall be divided between the Government and the HRMS in the ratio of 25:75. The HRMS shall contribute 30% of its share towards plough back fund for further improvement of the MA and another 10% towards Kalyan Kosh.
- (vii) Other terms and conditions for the sale of bhabbar and grass are given in the Joint Management Agreement.

### 7.3 BAMBOO :

HRMS(s) of bamboo basket makers shall continue to get permits to cut a specified number of bamboos per household per month for 9 months (October-June) every year as per the terms specified in the existing notification of the Government of Haryana on the matter.

### 7.4 SHARE OF HRMS(s) FROM SALE OF TIMBER FROM JOINT MANAGEMENT AREAS:

After ten years of Joint Forest Management to the satisfaction of Conservator of Forests of that area, the HFD shall share the income from timber, at the time of final harvest and after deducting the expenditure incurred on felling, transportation and auction, with the HRMSs in the following manner:

70 per cent to the Government

30 per cent to the HRMS :

Provided that HRMS shall contribute 30 per cent of its share towards plough back fund for further improvement of the MA and another 10 per cent towards Kalyan Kosh.

### 7.5 BENEFIT SHARING WITH EXISTING HRMS (s) PARTICIPATING IN JOINT FOREST MANAGEMENT BEFORE NOTIFICATION OF THESE INSTRUCTIONS :

The registered societies already in existence prior to the notification of these Instructions shall be considered eligible for their share of income from timber from the year in which they were registered.

## CHAPTER-VIII

### 8. MANAGEMENT AND UTILISATION OF FUNDS OF HRMS :

The income accruing to the HRMS(s) from various sources would be managed and utilised as separate funds in the following manner:—

#### 8.1 Kalyan Kosh :

- (i) The Kalyan Kosh would be set up from contributions available from each HRMS an annual contribution of 10% from the net proceeds of sale of surplus bhabbar and another 10% from the net proceeds of sale of timber.
- (ii) The contributions by the respective HRMS(s) will be pooled into a Kalyan Dosh at the Divisional Level. The concerned DFO will maintain this fund as 'Personnel Ledger Account, to be operated with due concurrence of the PCCF/Chairperson of the SWG as authorised to do so by the SWG till a federation of societies comes into existence.
- (iii) The Kalyan Kosh would be utilised for the promotion of the activities of HRMSs and for expansion of JFM Programme in the State of Haryana.

#### 8.2 Forest Resources Development Fund (Plough-back Fund) :

- (i) This fund would help in recycling a part of the income generated from the forest (under joint management) into the asset itself.

- (ii) This fund would be set-up at the HRMS level from the contributions made by an HRMS; an annual contribution of 30 per cent of the HRMS share from the proceeds of sale of surplus bhabbar and 30 per cent from the share of timber.
- (iii) This fund would be retained by each HRMS as separate bank account jointly operated by the DFO and the concerned HRMS functionary (according to the bye-laws) with due approval by the General Body of the HRMS.
- (iv) This fund would be used for the improvement and development of the Joint Management Area according to the prescriptions of the Management Plan.

### 8.3 Village Development Fund (HRMS Fund) :

- (i) The HRMS fund is to be used by the village community.
- (ii) This fund would consist of the income of the HRMS from the various sources, including that available from the HRMS share of proceeds from sale of surplus bhabbar, from timber, and all other sources.
- (iii) This fund would be maintained by the HRMS as a separate bank account to be operated by the cashier and any of the other two office bearers, with due approval of the General Body, according to the procedures stated in the bye-laws of the society.
- (iv) This fund is to be used for village development and community welfare as decided by the General Body.
- (v) This fund is to be used strictly on non-religious and a political activities.

## CHAPTER-IX

### 9. DISPUTE ARBITRATION/TERMINATION OF AGREEMENT :

- (i) If any member of an HRMS fails to comply with any of the general conditions laid down above or the specific conditions laid down in a Joint Management Agreement between the HFD and HRMS, the HRMS may terminate his/her membership and inform the HFD accordingly.
- (ii) If an HRMS as a whole fails to comply with any of the conditions laid down above, despite at least two warnings in writing by the Forest Officer, the DFO shall be entitled to terminate the agreement with the HRMS after due enquiry.
- (iii) If HRMS intends to terminate the agreement due to the non fulfilment of its obligations/commitments by the Government / HFD as specified above and in the Instructions, the HRMS shall give one month prior notice to the DFO.
- (iv) In case of any dispute arising out of any action taken at any level, the matter will be referred to an Arbitration Committee comprising of concerned territorial Conservator and two non forester members of SWG which will be appointed by the PCCF. Majority decision of the Arbitration Committee shall be final.

### 10. REVIEW:

These Instructions will be reviewed after every five years. However, these instructions may be reviewed and modified as and when any such necessity arises.

H. C. DISODIA,

Commissioner and Secretary to Government,  
Haryana, Forests Department.

## APPENDIX I

D.F.O.....Division

## HARYANA FOREST DEPARTMENT

## JOINT MANAGEMENT AGREEMENT

This agreement is made on the.....day of..... 199 (One thousand nine hundred and ninety.....) between the Governor of Haryana on the one part, acting through the DFO hereinafter called/referred as Government/HFD, and the Hill Resource Management Society (ies).....on the other part, hereinafter called the HRMS(s).

## NOW THIS DEED WITNESSTH AS FOLLOWS :

1. Under this agreement, the Government and the HRMS(s) undertake to perform their respective responsibilities specified in the Haryana Joint Management of Forests areas Instructions 1998 for improved management of the following areas (shown on map attached herewith including the existing condition of the area) :

Name of Forest Division	:	_____
Name of Forest Range	:	_____
Name of Forest Beat	:	_____
Name of Forest Compartment (or part thereof)	:	_____
Classification/Name of Forest	:	_____
Area in Hectares	:	_____
Present approximate stocking of the area (density)	:	_____
Approximate blank area (ha)	:	_____
Brief description of forest (list of main species)	:	_____

2. Both parties hereby agree to prepare a Management Plan for the above Joint Management Areas within a period of two months from the date of execution of this agreement and it will be a part of this agreement.

## 3. Annual Payment for fodder grass; Applicable/Not applicable :

The HRMS (s) shall pay the Government a lumpsum of Rs.-----  
(Rs.-----only) for purchase of fodder grasses from its Management Area (specified above) during the first harvesting season following the signing of this agreement. Thereafter, the annual lumpsum payable for grass shall be increased by one percent every year. The Divisional Forest Officer shall intimate the HRMS(s) in writing every year about the date by which the payment should be made and the amount payable that year.

3.1. As a part of its Joint Management Agreement, all fodders grass shall be given to the HRMSs at the average price obtained in open auction for the last 3 years preceding JFM. Where such information is not available the price shall be settled between the DFO and the HRMS after taking into account the condition of the area and/or the price fetched by similar adjoining areas. Annual increment at the rate of 1 percent of the above price is to be paid by HRMS after signing the agreement.

3.2. Payment for the fodders grass shall be made in lumpsum by each HRMS every year.

3.3. In case of an exceptional drought or other natural diasters, the DFO may reduce the price to be paid.

#### 4. Annual payment for bhabhar grass; Applicable/Not applicable

4.1. The average price obtained in open auction for the last three year preceding Joint Forest Management Agreement will be treated as the base price. When such information is not available price will be settled between DFO and HRMS on the advice of the State Level working group.

4.2. The DFO may permit an HRMS to pay for the bhabhar in three instalments in exceptional cases.

4.3. For the exiting HRMS(s), which dispose off surplus bhabhar grass after fulfilling their own requirements, there will be no increase in price for subsequent years.

4.4. In case of the HRMSs which use bhabhar harvest for ban making, the lease amount will increase at 7.5% annually for every subsequent year.

4.5. Those HRMSs which dispose off surplus bhabhar through an open bidding shall do so in general body meeting and in the presence of the concerned DFO or his representative.

4.6. The net income made from the sale of bhabhar shall be divided between the Government and the HRMS in the ratio of 55 : 75. The HRMS shall contribute 30% of its share towards plough back fund for further improvement of the MA and another 10% towards Kalyan Kosh.

4.7. The Forest Officer agrees to inform the HRMS in writing about the estimated amount to be deposited by the HRMS each year and the date by which it must be deposited.

4.8. The HRMS agrees to start cutting the bhabhar only after a work order has been issued by an authorised forest officer.

4.9. The HRMS agrees to collect the cut bhabhar at forest depots located at sites mutually agreed upon by the Government and the HRMS. The bhabhar grass brought to the depots shall be weighed within 15 days of its cutting and the weight recorded in quintal. The HRMS agree to make arrangements for weighing the grass and maintaining a proper record of the weighed bhabhar together with the forest guard which may be checked by the Forest Officer at any time.

4.10. Each consignment of bhabhar grass to be removed from the forest depot shall be covered by a pass issued in the approved form by the Forest Officer only after its weightment and examination has been done by the Forest Officer or by any person duly authorised by him or her.

#### 5. General Conditions for cutting bhabhar and fodder grass :

The HRMS agree that :

5.1. any collection or removal of the bhabhar grass from the Management Area shall be done only after sunrise and before sunset.

5.2. the grass shall be cut with sickles and not uprooted.

5.3. no obstruction to roads and paths in the forest area shall be caused.

5.4. no animals or carts shall be employed for removing bhabhar or grass from the forest area without the previous written permission of the forest officer.

6. In case of the HRMS(s) being unable or unwilling to purchase the grass and/or bhabhar in any particular year, its office bearers shall inform the Forest Officer about this latest by \_\_\_\_\_. The Government will be at Liberty to auction the above produce to the highest bidder for that year only.

#### 7. Bamboo Applicable/Not applicable.

##### 7.1. Responsibilities of the HRMS.

(i) An HRMS of Bamboo artisans agrees to take particular care to minimise the danger of fire in the Management Area during the fire season from April 1 to June 30. No dry bamboo shavings shall be left in the forest during this period. In case a fire does break out, HRMS members agree to assist Haryana Forest Department staff in putting it out as soon as possible.

(ii) HRMS members agree to undertake the cleaning of bamboo clumps simultaneously while cutting their quota of bamboos to maintain the clumps in a healthy and productive state.



- (iii) HRMS members agree not to cut bamboos from July 1 to September 30 every year.
- (iv) While cutting bamboos, the HRMS members agree to follow the felling rules prescribed by the HFD.
- (v) HRMS members agree to use the bamboos cut by them only for the manufacture of bamboo articles locally and not for resale or barter of unprocessed bamboos.

## 7.2 Responsibilities of the Government

The Government in turns agrees to the following ;

- (i) It will ensure that the Management Area is adequate for meeting the bamboo requirements of HRMS members.
- (ii) It will employ only HRMS members to carry out planting and cultural operations in the Management Area.
- (iii) During the period when fellings are not permitted (July 1 to September 30) it will give first priority to employing HRMS members on daily wages on its ongoing works in the areas.
- (iv) It will ensure that fellings (if any) undertaken in the area by the Production Division of the Haryana Forest Department are restricted only to the types of bamboo not required by HRMS members and that only HRMS members are employed to do the fellings.
- (v) It will take necessary action against outsiders wilfully causing damage or attempting theft of forest produce from the MA brought to the notice by the staff of HRMS.

## 8. Termination/review of Agreement and Arbitration

- (i) If any members of an HRMS fails to comply with any of the general conditions laid down in the instructions of the sepecific conditions laid down in this Joint management Agreement between the Government and the HRMS the HRMS may terminate his/her membership and inform the HFD accordingly.
- (ii) If an HRMS as a whole fails to comply with any of the conditions laid down in the instructions or in this Agreement, despite at least two warnings in writing by the Range Forest Officer, the DFO shall be entitled to terminate the agreement with the HRMS after due enquiry.
- (iii) If HRMS intends to terminate the agreement due to the non fulfilment of its obligation/ commitments by the Government HFD as specified above and in the Instructions, the HRMS shall be given one month prior notice to the DFO.
- (iv) If an HRMS is not satisfied with any penal action by DFO it may referer the matter to the arbitration committee comprising of concerned territorial Conservator and two non-Foresters from the members of the SWG. Majority decision of this committee shall be final.
- (v) During the validity of the agreement, the Government in consultation with HRMS(s) shall review it once very five years to make certain modification considered desirable/necessary by both the parties.

9. Other usufructuary and income sharing benefits as detailed in the aforesaid Instructions shall be allowed to the HRMS only upon satisfactory observance of its responsibilities by the HRMS as a whole and by its individuals members.

10. That both the parties shall abide by the Instructions issued by the state Government,—vide notification No. \_\_\_\_\_ Dated \_\_\_\_\_98 or any other instructions issued by the Government from time to time on the Joint Forest Management.

Signature of  
representatives  
of the HRMS  
Name

Designation

Signature

Date

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

(A general body resolution of HRMS members accepting the terms and conditions of this JMA and authorising the above office bearers to sign this agreement on their behalf should also be attached herewith)

Signature of Divisional Forest Officer for and on behalf of the Governor of the Haryana.

Name	Designation	Signature	Date
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Signature of witnesses :

Name	Designation	Signature	Date
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1.

2.

## APPENDIX II

### PROCEDURE FOR REACHING A JOINT MANAGEMENT AGREEMENT

1. The initiative for bringing a forest area under Joint Management may come either from a group of villagers or the HFD.

2. Subject to the willingness of the villagers to accept responsibility for joint management, the HFD in collaboration with the villagers, shall work out a joint management agreement through undertaking the following steps.

2.1. By mapping the existing use patterns of the proposed Management Area (MA), identify all those local population groups presently using the area, whether on a legal or de-facto basis. If people other than those interested in JM are also using the area, then either the area shall be sub divided between different groups of users through consensus or the written consent of the other users shall be obtained to the area being brought under joint management with the proposed HRMS. Under no circumstances shall the existing rights of other villagers be extinguished or curtailed nor will those presently not using the MA be eligible for participation in joint management.—Delineation of the MA shall be done through this process.

2.2. Prepare a condition map of the area with the objective of identifying necessary silvicultural and other technical treatments i.e. soil conservation measures, enrichment planting, uprooting of Lantana, etc and/or improved protection.

2.3. Prepare a socio-economic profile of the community and identify the nature of dependence of different sub-groups among the villagers on different types of forest produce.

2.4. Giving priority to the forest related needs of the economically most vulnerable groups, finalise a joint management plan (MP) for the area this could include :

- (i) improving the condition and productivity of the MA through natural regeneration by improving protection and stopping or regulating grazing.
- (ii) reducing the villagers dependence on grazing by building a water harvesting dam or a 'Khul' system which could irrigate their fields thereby increasing agricultural and fodder production.
- (iii) uprooting Lantana, Parthenium and other similar species and replacing these with species of interest to the villagers such as bhabhar, firewood, bamboo timber and shrubs like Grewia, Zizyphus etc.

2.5. A JMA shall be signed between the HFD and the concerned HRMS(s). The agreement shall be supported by a resolution passed in a general body meeting of the HRMS that all its members accept its terms and conditions and authorise their office bearers to sign it on their behalf. The Management Plan may be prepared after a JMA has been signed and appended to it at a later date.